

If you purchased Flexible Polyurethane Foam directly from any Flexible Polyurethane Foam manufacturer you could be a Class member in two proposed class action settlements.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER OR NOT YOU ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

Plaintiffs have reached a proposed settlement in two class action lawsuits concerning certain producers of flexible polyurethane foam and flexible polyurethane foam products.

Settlement 1 - The “**Vitafoam Settlement**” includes Defendants Vitafoam Inc. and Vitafoam Products Canada Limited (the “Vitafoam Defendants”). **This settlement provides for monetary payment.**

Settlement 2 - The “**Domfoam Settlement**” includes Defendants Domfoam International Inc. and Valle Foam Industries (1995) Inc. (the “Corporate Domfoam Defendants”), along with potential defendants A-Z Sponge & Foam Products Ltd., Bruce Bradley, Dean Brayianis, Michael Cappuccino, Peter Foti, Duke Greenstein, John Howard, Dale McNeill, James William Sproule, Robert Rochietti-Valle, Tony Vallecoccia, and Fred Zickmantel (together with the Corporate Domfoam Defendants, the “Domfoam Parties”). **This settlement does not provide for monetary payment.**

What is this Lawsuit About?

Plaintiffs claim that Defendants agreed to fix, raise, stabilize, or maintain the price of Flexible Polyurethane Foam, which caused direct purchasers to pay more for Flexible Polyurethane Foam than they would have otherwise paid. As used herein, Flexible Polyurethane Foam includes block foam (also known as commodity or slabstock foam), carpet underlay, and engineered, or molded, foam, as well as fabricated – that is, cut-to-specification – foam products made from these types of foam. As used herein, Flexible Polyurethane Foam does not include “rigid” (or technical) foam. A detailed description of its use and application along with important Court Documents can be found at www.foamsettlement.com.

Who is a Class Member?

The proposed class includes all Direct Purchaser Plaintiffs that purchased Flexible Polyurethane Foam in the United States directly from a Defendant or Co-conspirator from January 1, 1999 to August 2010. As used herein, “Defendants” refers to both the settling Vitafoam Defendants and Corporate Domfoam Defendants, as well as the non-settling Defendants: Carpenter Co.; E.R. Carpenter, L.P.; Carpenter Holdings, Inc.; Flexible Foam Products, Inc.; FXI – Foamex Innovations, Inc.; Future Foam, Inc.; Hickory Springs Manufacturing Company; Leggett & Platt, Inc.; Mohawk Industries Inc.; Otto Bock Polyurethane Technologies, Inc.; Scottdel Inc.; Louis Carson; David Carson; Woodbridge Foam Corporation; Woodbridge Sales & Engineering, Inc.; and Woodbridge Foam Fabricating, Inc. As used herein, “Co-conspirators” are the following entities that were included as Defendants in Plaintiffs’ consolidated amended complaint, but have since been voluntarily dismissed from the litigation without prejudice: Ohio Decorative Products, Inc.; Inoac International Co., Ltd.; Inoac USA Inc.; Inoac Corporation; and Crest Foam Industries Inc. Excluded from the Settlement Class are 1) Defendants and Co-conspirators and their respective parents, subsidiaries, and affiliates and 2) any Direct Purchaser who timely elects to be excluded from this settlement.

What are the Benefits?

The Vitafoam Settlement is between Plaintiffs and the Vitafoam Defendants only; it does not affect any of the remaining non-settling Defendants. Plaintiffs will release the Vitafoam Defendants with respect to all claims in this case. In exchange, the Vitafoam Defendants have agreed (i) to initially pay \$5,000,000 to a fund to pay Vitafoam Settlement Class members and (ii) to cooperate with Plaintiffs. The Vitafoam Defendants have also agreed to make an additional payment of not less than \$4,000,000, and up to a maximum of \$10,000,000, when they resolve any claims they are pursuing as plaintiffs in *In re Urethane Antitrust Litigation*, 04-md-1616 (JWL) (D. Kan.). Complete details of the benefits can be found in the proposed Vitafoam Settlement Agreement, and in the Detailed Notice, at the website listed below.

The Domfoam Settlement is between Plaintiffs and the Domfoam Parties only; it does not affect any of the remaining non-settling Defendants. Plaintiffs will release the Domfoam Parties (other than the Corporate Domfoam Defendants) with respect to all claims in this case. The Domfoam Settlement does not provide for monetary benefit. The Domfoam Parties have agreed to share significant and meaningful information about the alleged conspiracy with Plaintiffs in this case. On January 12, 2012, Domfoam International Inc. and Valle Foam Industries (1995) Inc. filed for bankruptcy under Canada's Companies' Creditors Arrangement Act. Plaintiffs' counsel determined that the bankruptcy and the Corporate Domfoam Defendants' financial condition indicated that Plaintiffs would be precluded from securing any meaningful financial recovery from the Corporate Domfoam Defendants. Pursuant to the terms of the Domfoam Settlement, Plaintiffs have voluntarily dismissed the Corporate Domfoam Defendants without prejudice from this action. The Domfoam Settlement expressly preserves the right of the Proposed Class and any class member to file claims against these Corporate Domfoam Defendants without objection from such Defendants in Canadian bankruptcy court should such claims be available or prudent. However, any and all claims against one or both Corporate Domfoam Defendants may only be asserted as part of those Defendants' Canadian bankruptcy proceedings and may only seek distribution from their respective bankrupt estates. There is no assurance that funds will be available for distribution based on the claims in this or any other lawsuit against Corporate Domfoam Defendants. Complete details can be found in the proposed Domfoam Settlement Agreement, and in the Detailed Notice, at the website listed below.

How do you receive a payment?

To receive a payment from the Vitafoam Settlement **you must** submit a Claim Form (by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by [DATE]).

What are my Rights and Options?

Take No Action - You will receive the non-monetary benefits of the Vitafoam Settlement and Domfoam Settlement, and you will give up the right to sue the Vitafoam Defendants and the Domfoam Parties (other than the Corporate Domfoam Defendants) with respect to the claims asserted in this case. Again, to receive a payment from the Vitafoam Settlement **you must** submit a Claim Form (by first-class mail postmarked by, or pre-paid delivery service to be hand-delivered by [DATE]).

Exclude Yourself from one or both Settlements - If you don't want to be legally bound by one or both Settlements, then you must exclude yourself from the Proposed Vitafoam Settlement Class and/or the Proposed Domfoam Settlement Class. If you exclude yourself from the Proposed Vitafoam Settlement Class, you will **not** become a member of the Proposed Vitafoam Settlement Class, and you **will** be able to bring a separate lawsuit against the Vitafoam Defendants with respect to the claims asserted in this case. If you exclude yourself from the Proposed Domfoam Settlement Class, you will **not** become a member of the Proposed Domfoam Settlement Class, and you **will** be able to bring a separate lawsuit against the Domfoam Parties with respect to the claims asserted in this case. Your written Exclusion must be postmarked by

[DATE].

Object to one or both Settlements - If you stay in one or both Settlements, you may write to the Court about why you do not like the Vitafoam Settlement and/or the Domfoam Settlement. Your objection must be postmarked by [DATE].

Complete instructions on how to Exclude yourself from, or Object to, one or both Settlements can be found in the Detailed Notice at [www._____](http://www._____.).

The Court will hold a Fairness Hearing on [DATE] at [TIME] at the United States District Court, James M. Ashley and Thomas W. L. Ashley U.S. Courthouse, 1716 Spielbusch Avenue, Toledo, Ohio 43604, in Courtroom _____ to consider whether to approve the Settlements and the Proposed Settlement Classes.

The attorneys and their law firms that have represented Plaintiffs in this case, are referred to as Class Counsel. Class Counsel will apply to the Court for an award from the Vitafoam Settlement Fund of attorneys' fees and for reimbursement of litigation costs and expenses incurred. This may include fees and costs expended while providing Notice to the Class and while administering the Vitafoam Settlement Fund (including the plan of allocation). The attorneys fees for which Class Counsel will apply are in compensation for their time, and the risk they assumed, in prosecuting the litigation on a wholly contingent fee basis. The amount is not to exceed thirty percent of the total cash amount paid by the Vitafoam Defendants pursuant to the Vitafoam Settlement, as well as the costs and expenses incurred. To date, Class Counsel have not been paid any attorneys' fees. Any attorneys' fees and reimbursement of costs and expenses will be awarded only as approved by the Court at the Fairness Hearing, in amounts determined to be fair and reasonable.

If you do not exclude yourself, you or your attorney may appear at the Fairness Hearing, but you don't have to. If you hire an attorney you are responsible for paying that attorney.

This notice is only a summary. For more information including a Claim Form and Detailed Notice, visit: www._____, call 1-0000000000, or write: Settlement Administrator, *In re Polyurethane Foam Antitrust Litigation*, c/o The Garden City Group, Inc., P.O. Box 9476, Dublin, OH 43017-4576.
